

**MODIFICATION #1**  
**CONTRACT #2015-CDBG-1513**

between

**CLARK COUNTY**

P.O. Box 5000, Vancouver, WA 98666

and

**CITY OF WASHOUGAL**

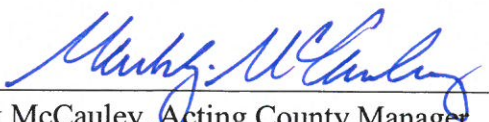
1701 C Street, Washougal, WA 98671-2333

<b>Program:</b>	<b>Community Center Kitchen Remodel</b>
Contract Period:	August 4, 2015 through March 31, 2016
Budget for this Contract Period:	\$149,700
Revised Total Contract Amount:	\$149,700
Funding Sources:	Fund 1939 Federal – HUD
DUNS Number:	018374314
CFDA Number:	14.218

Contractor Program Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Rob Charles 360-835-2662 rcharles@ci.washougal.wa.us	Jennifer Forsberg 360-835-8501 jforsberg@ci.washougal.wa.us	Samantha Whitley 360-397-2075 x 7842 samantha.whitley@clark.wa.gov	Rhonda Hills 360-397-2075 x 7836 rhonda.hills@clark.wa.gov


Clark County, hereinafter referred to as the "County," and the City of Washougal, hereinafter referred to as the "Contractor," agree to the terms and conditions of the County Interagency Agreement and this Contract Modification by signing below:

FOR CLARK COUNTY:

  
Mark McCauley, Acting County Manager

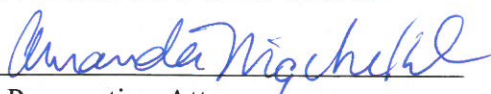
2/29/16  
Date

FOR CITY OF WASHOUGAL:

  
Sean Guard, Mayor

2/17/16  
Date

APPROVAL AS TO FORM ONLY:

  
Deputy Prosecuting Attorney

**BUDGET SUMMARY**  
**CONTRACT #2015-CDBG-1513.1**  
**CITY OF WASHOUGAL**

<u>Source</u>	<u>Fund Amount</u>
A. Clark County CDBG Reprogrammed	\$149,700
B. City of Washougal contribution	\$ 97,600
C. Private/Meals On Wheels grant funding	\$ 30,000

Itemized Cost	Total Cost	A. County CDBG	B. City	C. MOW
<b>1. PROJECT COSTS</b>				
A. Construction	242,700	<b>149,700</b>	63,000	30,000
B. Engineer/Architect	34,600		34,600	
<b>PROJECT TOTALS</b>	<b>277,300</b>	<b>149,700</b>	<b>97,600</b>	<b>30,000</b>

Match is 46.0% (127,600 / 277,300)

1. CONTRACT HISTORY

Contract Term	Action Amount	Total Contract Amount
Base Contract 08/04/15 - 11/30/15	\$149,700	\$149,700
Modification #1 4-month Contract Extension: 12/01/15 - 03/31/16	\$0	\$149,700

2. MODIFICATIONS

- 2.1. The contract Period of Performance is extended through March 31, 2016.
- 2.2. The Contract Period expiration date is changed from December 31, 2030 to March 31, 2016.
- 2.3. The "Project close out" date appearing on the Project Schedule is extended through March 31, 2016.
- 2.4. The total contract amount remains the same.
- 2.5. The Special Terms and Conditions are modified to add the following new section:

**SURVIVABILITY**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive.

- 2.6. All other terms and conditions of the original contract, as amended, remain the same.

3. ENTIRE CONTRACT

This modification incorporates the original Contract and any subsequent modifications by reference. The parties agree that the original Contract, subsequent modifications, and this modification are the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in the contract, any modifications of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this modified Contract.

4. DEBARMENT OR EXCLUSION

By signing this modification, the Contractor certifies that it is not presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally-funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

5. CONTRACT MODIFICATIONS FOR BUDGET LINE ADJUSTMENTS

The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties. In the event that the County needs to adjust the stated budget amounts specified in the Statements of Work of this Contract, the Contractor grants the County the right to unilaterally modify said budget lines by issuing a contract amendment that, provided the total contract amount remains unchanged, will not require the signature of the Contractor.

6. PROJECT SCHEDULE EXTENSIONS

The Contractor agrees to allow the County to extend the Project Schedule appearing in the Contract when necessary and in the interests of both parties. In the event the County needs to extend the Project Schedule, the Contractor grants the County the right to unilaterally extend, in writing, the Project Schedule and Contract Period without the signature of the Contractor.